

AGREEMENT

Between

**WESTERN AREA POWER
ADMINISTRATION**

and the

**INTERNATIONAL
BROTHERHOOD OF
ELECTRICAL WORKERS**

Government Coordinating Council No. 1



October 1, 2022-September 30, 2028

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PREAMBLE

Pursuant to provisions of the Federal Service Labor-Management Relations Statute and to Section 704 of Public Law 95-454, this Basic Employee Management Agreement, and such supplementary employee management agreements as may be agreed upon from time to time, together constitute a collective bargaining agreement between the United States Department of Energy, Western Area Power Administration, hereinafter called the Employer, and the International Brotherhood of Electrical Workers, Government Coordinating Council No. 1 (GCC-1) consisting of Local Unions 640, 1759, 1959, 2159 and 1245 hereinafter called the Union, which has been recognized as the exclusive representative of employees of WAPA within the unit defined in Article 1, Section 1.1.

As used herein, the term "agreement" refers to the entire collective bargaining agreement of which this Basic Employee Management Agreement is part.

ARTICLE 1

PRINCIPLES, POLICIES AND PURPOSES

Section 1.1

This agreement is applicable to employees in the unit certified in Federal Labor Relations Authority Case No. 61-4217 R.A. (3 FLRA 12), as subsequently amended by the FLRA pursuant to 38 FLRA No. 78, which designates I.B.E.W. Local Unions 640, 1759, 1959, 2159, and 1245 as the exclusive representative of the employees described as follows: "All Wage Board (W.B.) employees of the Department of Energy, Western Area Power Administration, including employees classified as Foreman I, II, and III, excluding management officials, confidential employees, employees engaged in Federal Personnel work in other than a purely clerical capacity and supervisors as defined in the Statute."

Section 1.2

The Employer and the Union recognize that they have a common and sympathetic interest in the construction, operation and maintenance of Federal power projects in the area and in their development, and that the promotion of their common interest will be furthered and extended by the establishment of good faith labor-management cooperation between the Employer and the Union.

Matters appropriate for negotiations and consultation between the parties are working conditions, wages, and personnel policies, practices, and matters related to working conditions.

This agreement does not alleviate the responsibility of either party to meet with the other to discuss and consult on appropriate matters not specifically covered by this Agreement which affect Unit employees.

Section 1.3

Therefore, the Employer and the Union hereby agree to establish collective bargaining processes and procedures for the following purposes:

- a. To provide for fair and reasonable rates of pay, hours, and working conditions for the Bargaining Unit Employees of the Employer.
- b. To ensure the making of appointments and promotions on a merit basis.
- c. To promote stability of employment.
- d. To provide for improvement and betterment programs designed to aid the employees in achieving their acknowledged and recognized career objectives.
- e. To promote the highest degree of efficiency and responsibility in the performance of the work and the accomplishment of the public purposes of the Employer.
- f. To adjust promptly all disputes arising between them, whether related to matters covered by this agreement or otherwise.
- g. To promote systematic labor-management cooperation between the Employer and its employees.
- h. To recognize the rights of veterans under OPM regulations.

Section 1.4

In the interest of harmony between the Employer and the Union and conformity with public law, the Employer and the Union further agree that, pending the determination or adjustment of any issue arising between them by means of

collective bargaining and procedures herein provided, there will be no change in any written understandings applicable to such issue except as provided in Article 1, Section 1.5, and there will be no stoppage or interference with the progress of work. Furthermore, it is understood and agreed that the formulation of this agreement does not in any way imply that the employees covered thereby, acquire or can acquire any rights collectively to cease work, or otherwise interfere by concerted action in any way at any time with the accomplishment of the public purposes which are served by the Employer.

Section 1.5

In the event that any change to a Federal law, rule, or regulation binding on the Employer that is inconsistent with any of the provisions of this agreement, or of any recorded understanding, the Employer shall promptly notify the Union. The Union and the Employer shall promptly issue a joint statement interpreting the effect of such change upon this agreement or recorded understanding. Within thirty (30) days, if either party deems its interests are materially affected, such party may exercise their right to negotiate the impact and implementation of the Federal law, rule or regulation on the Bargaining Unit.

Section 1.6

Every Supplementary Agreement entered into by the Union and the Employer pursuant to the provisions of this Basic Agreement, shall be deemed to be a supplement to this Agreement and subject to the provisions of this Agreement.

ARTICLE 5

PRODUCTIVITY

Section 2.1

The Union and the Employer acknowledge their common interest in the continuing obligation to improve the efficiency of operations in accordance with the express directives of the President, the Congress, the Office of Personnel Management, and the Department of Energy, provided such directives are not in conflict with Section 704 of Public Law 95-454. The Union recognizes, further, that to fulfill this obligation the Employer must effectively evaluate machine and manpower productivity, utilization, and proficiency, and determine the methods, means and personnel by which the operations will be conducted.

The Union and the Employer recognize that increased productivity and efficiency depends upon the continuous development and implementation of modern and progressive work practices.

The Union and the Employer will encourage employees to find better and more efficient methods of performance and to cooperate with the Employer in the conservation of manpower, materials, and supplies; the elimination of wasteful practices; the improvement of the quality and quantity of product and/or service; and in the prevention of waste, fraud, abuse, mismanagement and misuse of government property and equipment.

ARTICLE 6

RIGHTS AND OBLIGATIONS OF EMPLOYEES

Section 3.1

Each employee has the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity and each employee shall be protected in the exercise of this right. The right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of the views of the labor organization, to heads of agencies, and other officials of the Executive Branch, the U.S. Congress, or other appropriate authorities and to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

Nothing in this agreement requires an employee to become or remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions.

ARTICLE 7

MANAGEMENT RIGHTS

Section 4.1

Nothing in this agreement shall infringe upon or diminish the rights and authorities of the Employer according to 5 U.S.C §7106, as listed below, nor shall this article infringe upon or modify the Union's rights under Section 9(b) of PL 92-392 and Section 704 of PL 95-454 and 5 U.S.C. §7101-7135.

- "(a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency--
- (1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
 - (2) in accordance with applicable laws--
 - (A) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - (B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
 - (C) with respect to filling positions, to make selections for appointments from--
 - (i) among properly ranked and certified candidates for promotion; or
 - (ii) any other appropriate source; and
 - (D) to take whatever actions may be necessary to carry out the agency mission during emergencies.
- (b) Nothing in this section shall preclude any agency and any labor organization from negotiating--
- (1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
 - (2) procedures which management officials of the agency will observe in exercising any authority under this section; or
 - (3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 8

UNION REPRESENTATION

Section 5.1

The Employer will recognize stewards for each of the five Local Unions and one Union appointed/elected employee representative or one alternate to deal with the Employer. The Union will provide the Employer a current list of Shop Stewards and representatives upon request.

The names of Shop Stewards designated by the Union shall be posted on the Employer's intranet. The Shop Stewards are authorized by the Union to perform and discharge the duties and responsibilities which may be properly assigned to them by the Union. There shall be no discrimination against a Shop Steward because of the performance of such duties. Bulletin boards shall be made available to the Union for posting of official Union bulletins.

The Union may name an alternate steward who will be authorized by the Union when the designated steward is not available.

Section 5.2

Stewards shall be allowed a reasonable amount of official time to meet with employees and management officials to act in their capacity of representing the employees. A reasonable amount of official time shall be allowed for preparation and presentation of employee grievances. Stewards using official time for representational activities shall if possible, before use of such time, request approval from their first-level supervisor or designee, citing briefly the reasons. Such requests will normally be granted, in consideration of WAPA's mission. Normally, the Employer shall not pay travel expenses or per diem allowances for representational activities, except when authorized and approved in advance. Union representatives shall be afforded access to and use of existing facilities for the WAPA e-mail system. The system shall not be used for internal union business. The Union's internal management activities such as membership meetings, solicitation of membership, distribution of literature, campaigning by employee organization officers and conduct of elections for employee organization officers will be conducted on the employee's own time.

Section 5.3

Official time for representational purposes must be logged in the same manner as annual leave. The amount of official time granted should be reasonable and should not adversely affect the mission or operations. For purposes of this Article, overtime will not be paid for official time requested by the Union.

Section 5.4

The Local Union shall be given the opportunity to be represented at formal discussions between management and employees concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the unit.

ARTICLE 9

COOPERATION

Section 6.1

Local Employer-Shop Steward meetings shall be held no more than quarterly and no less than annually, unless agreed to by both parties. The purpose of these meetings shall be to promote harmony and improve communications between hourly employees and management within an administrative subdivision of the Region. The meeting agenda shall be determined and exchanged prior to each meeting. The agenda shall remain open and there shall be no restrictions on the subject matter. The meetings shall not substitute for normal grievance procedures or for formal negotiations between the parties. Attendance shall consist of Local Shop Stewards and such Employer personnel as the head of the division or office shall determine.

Observers may attend committee meetings if mutually agreed. The meetings shall be summarized in minutes, copies of which will be provided to the Union and WAPA Labor Relations Officer. Shop Stewards who are WAPA employees will attend in a duty status with travel and per diem expenses when authorized, to be paid by the Employer.

Section 6.2

Authorized Union Representatives shall be permitted to visit worksites during working hours, provided that in secured or hazardous areas they will be accompanied by a designated WAPA official. The Union Representatives shall confine their activities during such visits to matters relating to this agreement. Representatives will notify the first-level supervisor of the worksite prior to and upon arrival. Employee union representatives will request prior approval to leave their duty sites from their first-level supervisor whenever they desire to visit other worksites. Union representatives will log their official time according to Section 5.3.

Section 6.3

The agreement will be provided to all employees via electronic means. In addition, the agreement will be on WAPAs intranet. Management will provide five hundred (500) printed copies of the agreement in book format.

Section 6.4

The local Union may request the use of a room for meetings after duty hours. Requests will be made with as much advance notice as possible. The request will include the time and date of the meeting and the approximate number of persons who would use the space. The Employer will normally approve such requests subject to safety and security requirements, and the priority needs of the agency. When such requests are granted, the Union is responsible for assuring that the room, when vacated, is left in a clean and orderly condition.

Section 6.5

The normal practice under this agreement will be to consider and resolve matters of concern at the lowest level of each organization where there is authority for decision. Matters may not be considered at higher levels until reasonable efforts have been made to reach a satisfactory solution at the lowest level where there is authority to resolve the issue. Therefore, all issues will be initially discussed at the local level.

Referral of matters of concern to higher levels will be done in accordance with the provisions of this agreement.

ARTICLE 10

EMPLOYMENT POLICIES

Section 7.1

All Merit Promotions will be processed in accordance with applicable WAPA, DOE and OPM regulations. The Employer will select all employees for promotion in accordance with the provisions of the DOE Merit Promotion Plan and Section 1.3.b of the Basic Agreement. The Human Resources Office will send a WAPA-wide email no later than one to two (1 to 2) business days of any job announcements.

Section 7.2

Eligible employees will be accorded the opportunity of purchasing Federal Employees Group Life Insurance and participating in the Federal Employees' Health Benefits Program in accordance with OPM regulations. Employees will be granted retirement and survivorship benefits in accordance with applicable regulations. Disability compensation for personal injuries or illnesses incurred while in performance of job assignments shall be adjudicated by the Department of Labor, Office of Workers Compensation, under the Federal Employees' Compensation Act.

Section 7.3

An appropriate system of apprenticeship training shall be maintained by the Employer and the Union. The minimum standards for any apprenticeship program shall conform to the standards of and shall be registered with the Bureau of Apprenticeship and Training of the Department of Labor and other agencies as appropriate. A joint committee shall administer the International Brotherhood of Electrical Workers--Western Area Power Administration Apprentice Plan, and appropriate standards. (SLA-1, Article 5)

Section 7.4

All employee's performance plans/appraisals will be administered in accordance with applicable WAPA, DOE and OPM regulations. Each employee will be given a performance standard which describes performance levels expected of the position. Performance appraisals will be based on the performance standard and in accordance with applicable regulations. The Employer will discuss with each employee their overall performance at least annually. Employees who receive an unacceptable performance rating may be separated in accordance with applicable regulations.

Section 7.5

Each employee is entitled to a complete and accurate position description which describes major duties and responsibilities, assigned by the Employer.

Section 7.6

Details to higher paid positions will be made in accordance with WAPA, DOE and OPM regulations or according to this agreement. Any required documentation of such details will be maintained in the personnel records.

Section 7.7

Employees shall have a designated pay day and the Employer will make every effort to assure that employees are paid on that day.

Section 7.8

Nothing in this agreement shall prohibit the Employer from making determinations with respect to contracting out. The Employer agrees, however, to give due consideration to prevailing wage rates and rates paid to WAPA

employees for performing the work to be contracted when making any determinations concerning contracting out.

Section 7.9

If the Employer determines to contract out any part of its functions and there is a reasonable probability of substantial and material adverse impact upon bargaining unit employees, the Union Chairman, will receive notice of the final decision to contract out as far in advance of the projected implementation as practicable.

Negotiable bargaining proposals must be received within thirty (30) days after such notice. Thereafter, the Employer and the Union shall negotiate concerning the procedures which management officials will observe in exercising the nonnegotiable authority to contract out and concerning appropriate arrangements for employees adversely affected by management's exercise of its authority. Such negotiations concerning implementation methodology and/or mitigation of adverse impact may continue after implementation. Implementation will occur as scheduled and as stated in the initial notification within the sole discretion of management.

Section 7.10

The inability of an employee to hold a Commercial Driver's License, for reasons not related to misconduct (e.g., due to illness, injury, etc . . .), may not necessarily jeopardize continued employment. The manager will contact their servicing Human Resources office to determine whether a fitness for duty examination and/or reasonable accommodation is appropriate.

ARTICLE 8

LEAVE

Section 8.1

Leave will be administered in accordance with appropriate regulations of WAPA, DOE and OPM.

Section 8.2

Annual leave shall be applied for and approved in advance. Vacation schedules will be determined by the Employer after due consideration of employee preferences. To allow orderly planning by first-level supervisor and individual employees, it is agreed that employees will submit annual leave (vacation) requests to their first-level supervisor by March 31 of each year for leave requests over fourteen (14) calendar days. Once annual leave has been scheduled, it normally will not be altered, except where it can be shown that the mission of the work unit will be seriously disrupted or impaired. If such a situation should arise, the final decision to alter scheduled annual leave will be made by the first-level supervisor.

Section 8.3

If an employee is unable to make the request prior to an unexpected period of leave due to an emergency, the employee shall notify the first-level supervisor as early as possible. Absence from duty without authorization (AWOL) will be considered as non-pay status for the entire period during which the employee is absent.

Section 8.4

Unscheduled annual leave requests need not be approved if the request impairs the mission of the unit or if it results in overtime pay for a replacement. An exception will be granted if the unscheduled annual leave request is emergency in nature, such as serious illness or a death in the family.

Section 8.5

An employee who becomes ill or otherwise incapacitated shall attempt to notify the first-level supervisor not later than the starting time of the employee's work schedule.

Section 8.6

Sick leave for prearranged medical, dental, or optical examination or treatment should be applied for and approved in advance to allow the first-level supervisor sufficient time to make alternate arrangements for accomplishing the unit's workload. To the extent possible, employees should schedule routine examinations outside of regular working hours.

Section 8.7

The first-level supervisor will grant sick leave to an employee who is ill or otherwise incapacitated except when there is reason to believe the employee may be abusing sick leave. A medical certificate or other evidence of incapacity for duty acceptable to the first-level supervisor may be required to substantiate any request for approval of sick leave. The employee's signed statement explaining the nature of the employee's illness may be acceptable in lieu of a medical certificate due to a shortage of physicians or remoteness of locality or because the illness does not require the services of a physician. For extended periods of sick leave (3 days or more), a medical release to return to duty may be required.

Section 8.8

An employee suspected of continuing abuse of sick leave will be counseled concerning the use of sick leave. If abuse continues, the employee will be notified in writing of a requirement to provide a medical certificate for each

request for approval of sick leave. This requirement will be reviewed at six (6) month intervals and will be canceled if warranted.

Section 8.9

Leave without pay (LWOP) will be administered in accordance with appropriate regulations.

Section 8.10

The Employer and the Union recognize that employees should be encouraged to vote. In those instances where an employee's shift or actual job assignment on voting day would preclude the employee from voting during the hours the polls are open, excused absences in an amount necessary to allow the employee to vote may be granted, not to exceed three (3) hours.

Employees have the responsibility to secure absentee ballots during off-duty hours when they have advance knowledge that they will be absent from their voting precinct on leave or temporary duty at remote location(s) on election day. Employees regularly in travel status should obtain absentee ballots at least two (2) weeks prior to election day.

ARTICLE 14

EMPLOYMENT WITH UNION

Section 9.1

Any employee elected or appointed to office in the Union which requires a part or all of the employee's time shall be given leave or leave without pay (not to exceed one (1) year) upon application. The employee shall not lose status established at the time of the leave of absence and may accrue status subject to applicable Office of Personnel Management regulations.

ARTICLE 15

WAPA REGULATIONS

Section 10.1

In recognition of our continuing mutual obligations under the Statute and the provisions of this agreement, the parties stipulate the following:

- a. A draft copy of proposed WAPA regulations and proposed changes to WAPA regulations affecting working conditions will be provided to the Union Chairman and Delegates for review.
- b. Any comments or objections from the Union will be provided by the Union Chairman within fifteen (15) days, from date of electronic receipt and will be given high priority in finalizing the regulations.

ARTICLE 16

EMPLOYEE ASSISTANCE PROGRAM

Section 11.1

The Employer will provide an employee assistance program for free confidential short-term counseling for employees having personal problems that affect work performance. It is the employee's responsibility to make arrangements for usage of the program.

Section 11.2

Time spent receiving assistance, participation in a DOE EAP service, and commuting to and from the local provider's office is regular duty time. As a result of participating in EAP services, employees cannot create a situation resulting in overtime.

ARTICLE 17

DRUG AND ALCOHOL TESTING

Section 12.1

The Employer will follow the DOE Order 343.1 Federal Substance Abuse Testing Program and the Drug Program Coordinator Handbook dated April 2020.

Section 12.2: Drug Testing

1. Employees tested may request their results by contacting the Local Substance Abuse Program Coordinator.
2. Following an initial positive urine test, employees will:
 - (a) have the ability to discuss/explain the results with the Medical Review Officer;
 - (b) be notified in writing;
 - (c) be removed from their sensitive duties or their sensitive duties removed from them;
 - (d) have their Personnel and/or Personnel Security staff notified as appropriate;
 - (e) be referred to Employee Assistance Program (EAP) or to a Substance Abuse Professional (SAP);
 - (f) be subject to corrective action up to and including removal.
3. The Employer shall initiate disciplinary or adverse action up to and including removal, as appropriate, against any employee who:
 - a. refuses to take a drug test or interferes in the process.
 - b. is found to use illegal drugs.

Section 12.3: Alcohol Testing

The Employer will follow the DOE 343.1 Order on the Federal Substance Abuse Testing Program.

The Employer also reserves the right to send employees in a testing designated position for Reasonable Suspicion testing for suspected alcohol use.

ARTICLE 18

REDUCTION IN FORCE

Section 13.1

Such events as changes in program, lack of funds, decrease in work, and/or reorganization, may require the Employer to make a reduction in force. This means the Employer may separate, furlough for more than thirty (30) days, reassign, or demote employees. Standard reduction-in-force (RIF) procedures are provided by regulation.

Section 13.2

The Employer agrees to give the maximum amount of advance notice, consistent with sound management, of contemplated reductions-in-force. As soon as practicable after notice of reduction-in-force has been issued, reduction-in-force lists shall be prepared and shall be open for inspection to employees affected thereby and to representatives of the Union. All reductions-in-force will be made in accordance with the rules and regulations of the Office of Personnel Management.

Section 13.3

An employee covered by this Agreement who is demoted under RIF procedures, to a position for which the rate of basic compensation is less than that of the position from which demoted, is entitled to grade and/or pay retention.

Grade retention means the employee retains the grade of their position for pay purposes for up to two (2) years even though placed in a lower graded position. In order to receive grade retention because of RIF, an employee must meet all of the following requirements: be serving under a permanent appointment (not an appointment having a definite time limit) and have served for at least fifty-two (52) consecutive weeks at a pay level or pay level higher than that of the position in which placed by RIF. Grade retention ends upon completion of the grade retention period (2 years) or when other situations such as placement at the same or higher level (from which demoted) occurs.

An employee whose grade retention ends may receive pay retention. An employee receiving pay retention is entitled to the employee's former rate of basic pay, however, will receive only fifty (50) percent of any general (negotiated) pay increases. Pay retention ends when the employee's scheduled rate of pay (negotiated rate) is equal to or more than the employee's retained pay or the employee has a break in service of 1 workday or more.

Section 13.4

The Employer agrees to give employees demoted in reductions-in-force first consideration when promotion opportunities occur.

ARTICLE 19

UNFAIR LABOR PRACTICES

Section 14.1

Thirty days before filing an unfair labor practice complaint with the Federal Labor Relations Authority, the Union or the Employer will serve the other party with the charge and evidence and attempt to resolve the matter informally. In those instances where an option exists as to the use of the unfair labor practice procedure, or the negotiability dispute procedure, the negotiability procedure (5 U.S.C. 7117 c) will first be used.

ARTICLE 20

DISCIPLINARY AND ADVERSE ACTIONS

Section 15.1

All disciplinary and adverse actions will be administered in accordance with the DOE Order Administering Work Force Discipline, Adverse and Performance Based actions. Disciplinary and adverse actions are taken against employees for such cause as will promote the efficiency of the service. When it is determined by the Employer that disciplinary or adverse action is warranted, the employee will be informed of the reasons which caused the action to be taken. Such actions will be initiated in a timely manner.

Section 15.2

The Employer will provide to the employee written notification of any adverse action, including rights to appeal or grieve, as appropriate, and the right to Union representation. The employee may furnish a written copy to the Union.

Section 15.3

If requested by the employee, the Union shall be given the opportunity to be represented at a discussion between the employer and an employee regarding an adverse action or a disciplinary action. This section applies both in the case of a proposed action and a decision to effect such action.

Section 15.4

This article does not apply to the termination of an employee serving a probationary period or an employee in a competitive position under a temporary appointment.

ARTICLE 21

GRIEVANCES

Section 16.1

The Employer and the Union recognize that early settlement of grievances and disputes is vital to the accomplishment and to the preservation of a sound labor-management relationship. The purpose of this Article is to establish a mutually satisfactory method for the settlement of employee grievances and protests by the parties concerning the interpretation and/or application of the Agreement or regulations, rules, policies, and laws affecting conditions of employment. In presenting a grievance, the aggrieved and/or his/her representative is assured freedom from restraint, interference, coercion, discrimination or reprisal and will be allowed a reasonable amount of time to prepare and present the grievance.

Section 16.2

A grievance is a complaint and request for relief:

- (a) By any employee concerning any matter relating to the employment of the employee which is within the authority and control of management.
- (b) By the Union concerning any matter relating to employment of the employee; or
- (c) By any employee, the Union or the Employer concerning:
 - (1) The effect or interpretation of a claim of breach, of this agreement; or
 - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, policy, or regulation affecting conditions of employment.

This procedure is the only procedure available to employees and the parties for the processing and disposition of grievances as described herein.

This procedure is not available to any employee outside of the Bargaining Unit.

Grievances under the terms of this article may be initiated by employees either singly or jointly, by the Union, by the Employer, or by the Union on behalf of Employees.

Examples of matters appropriate for consideration under this procedure are, but are not limited to:

- A. Pay administration.
- B. Working conditions.
- C. Relationships with managers and with other employees and officials.
- D. Implementation of personnel policies and labor-management agreements.
- E. Complaints of discrimination as defined in 5 U.S.C. 7702.
- F. Unsatisfactory performance ratings.
- G. Adverse actions, defined as follows:

1. Discharge (Non-probationary).
 2. Suspensions of more than fourteen (14) days.
 3. Demotions.
 4. Involuntary reduction in pay.
- H. Disciplinary actions that do not involve adverse actions.

Examples of matters excluded from consideration under this procedure are grievances concerning:

- a. Reduction-in-force.
- b. Prohibited political activities.
- c. Performance ratings other than unsatisfactory.
- d. A suspension or removal in the interest of national security.
- e. Compensation for injury appeals.
- f. Retirement, life insurance or health insurance.
- g. Termination of an employee during the probationary period.
- h. An examination, certification or appointment.
- i. The classification of any position.
- j. Non-adoption of a suggestion or disapproval of a performance award or discretionary award.

In responding to complaints concerning matters excluded from this grievance procedure, the Employer shall notify the employee involved of the specific rights of appeal, if any including the right to be represented in making an appeal.

Upon formal declaration by the Employer or the Union that a matter is not subject to the grievance or arbitration procedures of this agreement, the Employer or the Union may invoke arbitration within thirty (30) days and the question of grievability or arbitrability will be presented as a threshold matter. Failure to meet this time limit will nullify the grievance.

Section 16.3

Employees covered by this Agreement shall have the right to present their own grievances or to do so through a representative designated by the Union. If aggrieved employees do not choose to be represented by the Union, the Union shall be informed of these cases and given the opportunity to observe any formal hearings and present its views before decisions are reached. In these cases, the Union shall be informed of any informal grievance settlements in issues involving the interpretation or application of the Agreement. The Employer shall provide the Union with copies of grievances which have been reduced to writing and with copies of written decisions by the Employer upon request.

Section 16.4

Protests placed by the Union shall comply with all provisions and procedures of this Article and shall not require the Employer to reconsider a grievance matter previously settled with an employee, except when the Union protests the settlement as constituting a violation of this agreement, other formal understanding or Federal law or regulation. In

that case, the Union may direct its protest in writing to the official directly responsible for the settlement decision.

Section 16.5 Informal Grievance Procedures

It is agreed that employees will be encouraged to act promptly either directly or through their representatives in bringing to the attention of their first-level supervisor, through informal discussion, any act, condition or circumstance which is causing or has caused employee dissatisfaction and to thereby seek managerial explanation or action to remove the element of dissatisfaction before it serves as the basis for a formal grievance. It is also agreed that the Union, through its representatives, will use the same informal means of airing its differences with WAPA before invoking the formal procedure hereinafter described. The informal grievance procedure shall be initiated not later than twenty (20) days after the act or occurrence giving rise to the grievance or after the employee becomes aware of the act or occurrence. Within fourteen (14) days, a meeting to discuss the informal grievance shall be held if requested. Management will provide a response within fourteen (14) days of the informal meeting. Timelines may be extended if mutually agreed to by both the Union and the Employer.

Section 16.6 Formal Grievance Procedures

For grievances filed by the Union or WAPA, the formal grievance shall be submitted directly to the Union Chairman, or the Labor Relations Officer, as appropriate. If the issue is not resolved within thirty (30) days, the grievance may be referred to Arbitration as provided in Section 16.8.

In the event of an employee grievance resulting from an adverse action decision or a disciplinary action by the Deciding Official, there will be only one step in the formal grievance procedure. The formal grievance shall be filed with the Final Administrative Authority within 14 days and a final decision will be rendered within fourteen (14) days of receipt of the grievance. An unsatisfactory final decision may be referred to arbitration by the Union under Section 16.8.

Step 1:

The formalized grievance shall be presented in writing to the Deciding Official within fourteen (14) days of the conclusion of informal settlement efforts. The written presentation shall contain information which identifies the aggrieved, the specific nature of the grievance, the time and place of its occurrence, the provisions of the Agreement or of law, regulation, rule or policy believed to have been violated or improperly interpreted or applied, the consideration given or steps taken to secure a resolution by informal means, the corrective action desired, and any Union representative chosen by the employee to present and handle the grievance.

If the aggrieved wishes to discuss the grievance in person or have his/her representative do so, the presentation must so state. The Deciding Official may otherwise consider the grievance on the basis of available evidence. The presentation must be signed by the aggrieved employee for acceptance and consideration as an employee grievance, and by a Union Representative for acceptance and consideration as a Union protest. A decision by the Deciding Official shall be made in writing within fourteen (14) days after receipt of the grievance, unless mutually extended by the parties.

Step 2:

If the "Step 1" decision is unsatisfactory to the aggrieved, the employee may then appeal the decision, in writing, to the Final Administrative Authority within fourteen (14) days after receipt of the "Step 1" decision. The Final Administrative Authority shall render its decision, in writing, within fourteen (14) days of receipt of the appeal. The Union may appeal the decision of the Final Administrative Authority to arbitration. In such case the Union will submit a written intent to arbitrate to the Labor Relations Officer within fourteen (14) days of receipt of the Final Administrative Authority decision.

Definitions for Formal Grievances Filed Within all Regions:

- | | |
|-----------------------|--|
| 1. Deciding Official: | Divisional Maintenance Manager or equivalent |
|-----------------------|--|

2. Final Administrative Authority: Regional Maintenance Manager or designee

Section 16.7

Failure of the grieving party to comply with the time limits specified in this procedure will be cause to deny the grievance. Failure by the responding party to comply with the time limits specified in this procedure will be cause to advance the grievance to the next step of the procedure.

Section 16.8--Arbitration

If the Union or the Employer invokes arbitration, the procedures described below will be followed:

- a. Arbitration may be invoked only by the Union or the Employer.
- b. Within thirty (30) days from the date of the receipt of the final grievance decision, either party may request the Federal Mediation and Conciliation Service (FMCS) to provide a list of five impartial persons qualified to serve as arbitrators. The parties shall meet within fourteen (14) days after receipt of the list. If they cannot mutually agree upon one of the listed arbitrators, each party will strike one arbitrator's name from the list, and will then repeat this procedure until only one name remains on the list. The remaining person shall be declared the arbitrator.
- c. The arbitrator's fee, his/her incidental expenses, and travel pay will be borne equally by the Union and the Employer. The arbitration hearing will be held during regular administrative hours of the basic work week. WAPA employee participants in the hearing will be in a duty status and receive travel and per diem allowances for attendance at arbitration hearings. The parties will utilize only those WAPA employee participants who can contribute relevant and material testimony to the hearing. Lists of potential witnesses will be exchanged prior to the hearing.
- d. The arbitrator shall arrange a mutually satisfactory time to hear the grievance, at which time both parties shall appear and present their cases. The arbitrator will be in complete charge of the hearing.
- e. The decision of the arbitrator shall be limited to the resolution of the grievance or to the interpretation and application of this agreement and shall in no way change or amend this or any Supplemental Agreement. Arbitration decision shall be accepted as final and binding and promptly acted upon by appropriate officials. Either party may file exceptions with the FLRA under provisions of the Federal Service Labor-Management Relations Statute, as provided in Civil Service Reform Act, 5 U.S.C. 7122.

ARTICLE 17

PAYMENT OF UNION DUES

Section 17.1

This Article is for the purpose of permitting eligible bargaining unit employees to pay dues through the authorization of voluntary allotments from their salary.

The provisions of this Article are subject to and will be governed by 5 U.S.C. 7115 (Title VII).

Voluntary cancellation of dues withholding submitted at any time during the first year after the employee's dues authorization will be effective the first full pay period after the first year anniversary date of the employee's dues authorization. Thereafter, voluntary cancellation of dues withholding may be submitted at any time, but will only be effective on the first full pay period following November 1 of each year, providing that the employee's dues authorization has been in effect for at least one (1) year as of November 1.

Section 17.2 The Union is responsible for:

- a. Informing its members of the voluntary nature of this system for allotment of employee organization dues including the conditions under which the allotment may be revoked;
- b. Purchasing and distributing to its members Standard Form 1187;
- c. Notifying the Labor Relations Officer, in writing of:
 - (1) Currently authorized official who will make the necessary certification of Standard Form 1187.
 - (2) Any change in the amount of dues to be deducted.
 - (3) Any employee who is no longer a member in good standing within ten (10) days of the date of such determination.
 - (4) Any change in the amount of dues or allottee, due to transfer of membership within the five (5) locals of GCC-1. This change must be submitted via a new SF 1187 and a SF 1188.
- d. Forwarding properly executed and certified Standard Form 1187 to the Labor Relations Officer.
- e. Promptly forwarding an employee's revocation (memorandum or Standard Form 1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues") to the Labor Relations Officer when such revocation is submitted to the Union.
- f. Keeping the Labor Relations Officer informed of the name, title, and address of the allottee to whom remittance should be sent.
- g. Keeping the Labor Relations Officer informed of the allottee to whom checks shall be payable.

Section 17.3. WAPA is responsible for:

- a. Processing voluntary allotment of dues in accordance with this Agreement.
- b. Withholding dues on a biweekly basis.
- c. Notifying the Union when an employee is not eligible for an allotment.

- d. Withholding new amounts of dues upon certification from the authorized Union official.
- e. Transmitting remittance checks to the allottee together with a listing of employees by IBEW Local for whom deductions were made.
- f. Providing the following information on the remittance listing:
 - (1) The name of each employee for whom the deduction has been made.
 - (2) The amount withheld for each employee and the total withheld per IBEW Local.
 - (3) The code number of the IBEW Local to which each employee member belongs.
- g. Coordinating any changes in amount or allottee with processing/payroll.

Section 17.4. Joint Stipulations:

- a. The amount of the dues to be deducted as allotments from compensation will be indicated on each Standard Form 1187 and may vary for different IBEW Locals.
- b. Any employee-initiated revocation of dues will be in accordance with 5 U.S.C. 7115 (Title VII).
- c. Administrative errors in remittance checks will be corrected and adjusted in the next remittance check issued to the Union.

Section 17.5

The Labor Relations Officer will be responsible for coordinating the actions described under this Agreement prior to payroll processing. The effective dates for actions under this Agreement are as follows:

Starting dues withholding	First pay period after date of receipt of properly executed and certified Standard Form 1187 by payroll office.
Changes in amount of dues	First pay period after receipt of certification in payroll office.
Changes in amount/allottee	First pay period after receipt of notification.
Termination due to loss of membership in good standing	First pay period after date of receipt membership in good standing of notification in payroll office.
Termination due to separation or transfer out of the unit of recognition	First pay period after date of receipt of notification in payroll office.

ARTICLE 18

NEGOTIATIONS

Section 18.1

The rates of pay to be paid to the employees shall be determined in accordance with the provisions of Section 704 of Public Law 95-454, through the process of collective bargaining between the Union and WAPA. This includes basic hourly, overtime, and holiday work rates and, when and as needed, shift differentials, call-back time, premium rates, and similar pay items.

Other provisions of this contract may be opened within its 6-year duration only by mutual agreement of both the Employer and the Union. Such notice shall state the nature of the revisions proposed, the proposed date for negotiations, and shall be given not less than sixty (60) days before this date. Notices shall be acknowledged within fourteen (14) days and the date confirmed or a new date set for negotiations within thirty (30) days of the originally proposed date.

Section 18.2

The Union participants in the negotiations shall include at least one delegate from each Local Union, to be appointed by the appropriate Local Union involved. Both Employer and Union shall be entitled to a total of six (6) delegates each.

The Employee delegates shall attend the negotiations in an official travel, per diem, and duty status, not to exceed limitations set by Federal regulations, Statute, or Executive Order.

Employee delegates also may be authorized official time for full CBA pre-negotiation preparations not to exceed three (3) workdays each. When such preparation time is granted, the Employer will pay any expenses for travel or per diem for employee delegates.

Section 18.3

In addition to the negotiating committees of the Union and WAPA, observers may be permitted to attend by prior mutual agreement between the Union Chairman and the WAPA Labor Relations Officer. The location of negotiations will be determined by mutual agreement of both parties.

Section 18.4

Prior to such negotiations, WAPA and the Union may by mutual agreement set up a joint fact-finding committee and appropriate subcommittees for the purpose of establishing any relevant facts pertaining to rates of pay and conditions of employment. The committee by mutual agreement may go outside the WAPA area for the purpose of establishing such relevant facts. Consideration may be given by WAPA and the Union in their negotiations to any facts established by the fact-finding committee. Official time, travel and per diem for employees designated by the Union, will be approved by WAPA.

Section 18.5

Supplementary wage adjustments shall become effective upon approval or on the first day of the first pay period of October, whichever is later, unless agreed otherwise by the parties.

Existing contract terms/conditions and rates of pay shall remain in effect until supplanted by new rates or a new contract negotiated pursuant to this section.

All rates must be established as nearly as is consistent with prevailing rates in the private sector within the geographic area of WAPA.

Section 18.6

The Union and the Employer shall honor their obligation to negotiate in good faith which shall include the obligation to approach negotiations with a sincere resolve to reach agreement and avoid unnecessary delays.

Section 18.7

When agreement is not reached in direct negotiation on rates of pay or working conditions affecting employees covered by this agreement, either party may invoke the services of a mediator to be selected jointly by the parties. The mediator shall use his/her best efforts to bring the parties to agreement.

If such efforts to bring about an agreement through mediation are not successful, the Union and the Employer shall submit their disagreement to arbitration. The parties shall, through the negative selection process, select an arbitrator from a panel of five (5) arbitrators supplied by the Federal Mediation and Conciliation Service. The selection process shall be completed within fourteen (14) days of receipt of the list of arbitrators from the Federal Mediation and Conciliation Service. The decision of the arbitrator shall be final and binding on both parties. However, exceptions to the arbitration award may be filed with the Federal Labor Relations Authority as provided in 5 U.S.C. 7122.

The arbitrator will ensure that a written transcript is prepared, with one copy provided to each party. The members of the bargaining teams will participate in the arbitration proceeding with WAPA employees being allowed official time and travel/per diem. If the Union calls any witnesses who are other than bargaining team members, the Employer will allow official time for the employee to testify in the hearing but will not provide travel or per diem expenses. The expenses of arbitration, including the compensation and expenses of the arbitrator and cost of the transcript, shall be borne equally by the Union and the Employer.

Section 18.8

Whenever a new job classification is created, or significant new job duties are assigned to an existing classification, the Employer or the Union may notify the other in writing that a conference is desired to consider the need for establishing or revising appropriate rates of pay. Such notice shall be acknowledged within fourteen (14) days and a date set for holding the conference. Unless it is mutually determined that negotiations are not necessary, the date for starting the conference shall be within forty-five (45) days after notification.

Interim wage rates may be established by these negotiating conferences or may be determined jointly by the Union Chairman or their representative and the Chairman of the Employers Negotiating Committee, subject to approval by the WAPA Administrator in either case.

ARTICLE 29

MEMORANDA OF UNDERSTANDING

Section 19.1

Any Memorandum of Understanding which would affect any Article of this agreement shall be submitted to the Union and the Labor Relations officer. Local Memorandums of Understanding may be negotiated by the Local Union representative and the Regional Maintenance Manager and are subject to approval by the Union Chairman and the Labor Relations officer.

The term and/or cancellation provisions of Memorandums of Understanding shall be contained in the text of each memorandum.

ARTICLE 30

EFFECTIVE DATE AND DURATION

At the conclusion of negotiations on this agreement or any amendments or revisions to this agreement or its supplements, each party will have up to thirty (30) days to exercise the ratification and/or approval procedures of their respective organizations.

The duration period of this Agreement is six (6) years from October 1, 2022.

- a. With at least thirty (30) days prior written notice to the two (2) year period, October 1, 2024, either party may open up to two (2) articles each for negotiations.
- b. At least sixty (60) days prior to the expiration of this contract, either party may request to amend or modify the Agreement or any part thereto.
- c. After the duration period, either party may revoke or terminate the agreement in its entirety.

Should any part or any provision of this agreement be rendered or declared invalid or illegal by reason of any existing or subsequent Federal law, rule or regulation, the invalidation of such part or provision of this Agreement shall not invalidate any of the remaining parts or provisions of this Agreement, and they shall remain in full force and effect.

ARTICLE 31

DEFINITIONS

Section 21.01- Definitions. Unless otherwise stated in this document, terms and definitions applicable to this agreement are consistent with 5 U.S.C. Chapter 71 Labor Management Relations, Subchapter 1, General Provisions, Section 7103. For the purposes of this Agreement, the following words and terms shall have the stated meanings:

1. WAPA shall mean, Western Area Power Administration and DOE shall mean the Department of Energy.
2. CBA shall mean this collective bargaining Agreement between the parties and all future Memorandum of Agreements/Understandings.
3. "Days" means calendar days unless specified otherwise.
4. "Bargaining Unit" as used in this Agreement shall mean all employees covered by this Labor-Management Agreement represented exclusively by the Union.
5. "Employee" shall mean bargaining unit employee as described in Article 1, of this Agreement.
6. "The Statute" shall mean the labor relations Statute which is the title that governs Federal labor relations for employees of the Federal Government. (Also known as the Federal Service Labor- Management Relations Statute, 5 U.S.C. 7101, et seq., (Title VII of the Civil Service Reform Act of 1978)).
7. "Supervisor" means an individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment, except that, with respect to any unit which includes firefighters or nurses, the term "supervisor" includes only those individuals who devote a preponderance of their employment time to exercising such authority.
8. "Management official" means an individual employed by an agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency.
9. "First Level Management official" means the same as supervisor as identified by The Statute.
10. "Non-Crew Type Work" are duties that can be performed by a qualified Journeyman autonomously.

11. "Compressed Work Schedule" consists of four (4) consecutive ten (10) hour work days.

12. "OPM" is the Office of Personnel Management.

Section 21.02 - Other Words and Terms. Any word or term used in this Agreement not defined in Section 21.01 above, shall have the common, dictionary meaning with only the following exceptions:

1. Statutory Wording. Where wording is used which is the same and in the same context as the Statute, it shall have the same meaning as that in the Statute unless clearly stated otherwise.
2. Contract Phrases. Where an Article of this Agreement deals with special terms or phrases, they shall be defined by the particular Article in which they appear.

SUPPLEMENTARY LABOR AGREEMENT NO. 1
ARTICLE 33

WORK SCHEDULES

Section 1.1

WAPA, in meeting its normal operating needs, shall schedule its work so as to provide regular days and hours of work for all employees. The Federal government's standard workweek shall consist of five (5) consecutive eight (8) hour days of work, Monday through Friday. The regular workday shall consist of eight (8) consecutive hours, exclusive of a lunch break, and will begin between the hours of 0600 and 0900 hours. A lunch period of not less than ½ hour nor more than one (1) hour will be established at approximately the midpoint of the eight (8) hour workday. The exact regular starting, lunch, and quitting times, within these limits, shall be set by the Employer for each Regional Office. The five (5) day eight (8) hour (5-8's) schedule may be used for training, negotiations and meetings. Schedule changes to 5-8's shall not be made during holiday weeks and/or to avoid paying overtime.

The agreed to regular work schedule for all employees will follow the four (4) day ten (10) hour (4-10's) compressed schedule as defined below:

1. When an employee is required to work with another crew with a different schedule, the home crew's schedule will be adhered to for the duration of the job.
2. UGP, RMR and DSW – Monday through Thursday.
3. SNR – Tuesday through Friday. However, management can temporarily direct the schedule to change to Monday through Thursday based on operational needs, such as non-typical work, training or meetings. Notice of this change must be given no later than noon on the last regular workday of the previous workweek.
4. The regular workday shall consist of ten (10) consecutive hours, exclusive of a lunch break, and will begin between the hours of 0500 and 0700. The exact regular starting, lunch, and quitting times shall be set by the Employer for each Regional Office.

Changes in established regular work schedules or workday must be coordinated and approved by the Union Chairman and the Labor Relations Officer.

A lunch period consisting of not less than half (½) hour nor more than one (1) hour will be as close to the midpoint as possible.

If work situations where the urgency or the efficiency of the work require the employee's lunch time to be altered, management may advance or delay the regular lunch period for up to one (1) hour from the established eating time. If the lunch period is not allowed to begin within this two (2) hour interval, the employee will be allowed to eat on duty time as soon as the work permits.

If the first level supervisor determines a meal break will not be provided within two (2) hours of entitlement and work continues through these two (2) hours, the employee shall be paid an additional half (½) hour penalty pay at the applicable overtime rate. Such determination shall not be made arbitrarily.

SUPPLEMENTARY LABOR AGREEMENT NO. 1
ARTICLE 34

REPORTING PLACE AND TRAVEL

Section 2.1

WAPA shall assign each employee a regular permanent duty station and a designated reporting place. The reporting place, designated by WAPA, shall be reasonably close to the permanent duty station as determined by agreement between the first-level supervisor and local Union Representatives. Employees shall report at the reporting place at the commencement of the workday and after reporting shall be regarded as on duty. Travel between the reporting place and the work site shall be part of the employee's work time and any transportation necessary shall be provided by WAPA.

Section 2.2

Employees operating or servicing more than one facility may have different reporting places for different days or seasons on a regularly scheduled basis, provided such places are reasonably equivalent reporting places within the local commuting area. Such reporting places shall be established by agreement between the first-level supervisor and local Union Representative.

Section 2.3

WAPA may make changes of reporting place, subject to the criteria in Sections 2.1 and 2.2 after first obtaining agreement with the Union in the matter. The question of whether or not the criteria outlined in Sections 2.1 and 2.2 was reasonably applied may be resolved through the grievance procedure.

Section 2.4

For those employees who are not in an official travel status, WAPA, subject to Local Union agreement may temporarily change the reporting place providing that the new reporting place is reasonably equivalent and does not impose a greater hardship in time and/or mileage on the employee than that to which the employee is normally subjected when commuting to the employee's regular reporting place.

Section 2.5

When an employee is required to travel away from the permanent duty station in the performance of official duties, the employee will be entitled to receive a per diem allowance as provided by WAPA, DOE and the established Federal Travel Regulations. It shall not be the policy of WAPA to require employees to double up in lodging.

Section 2.6

An employee will be given notice by the end of the regular work hours on the workday preceding the day the employee is placed on official travel status. However, in case of emergency where life, property or service to customers is jeopardized or in the event of sickness or unexpected absence of an employee or crew member, such assignments may be made on shorter notice. In such cases an employee will either be given an opportunity to pick up the employee's traveling bag from the employee's place of lodging or this service will be provided for the employee. Sufficient notice shall be given to allow the employee to check out of temporary quarters at no loss to the employee.

Section 2.7

Whenever it is necessary for employees to establish temporary residence at temporary duty stations they shall be given a reasonable length of time while in travel status to obtain adequate living quarters before reporting to the designated temporary reporting place, unless reservations have been made in advance. If it is impractical to make advance reservations, the employee should call for living quarters upon arriving at the temporary duty station.

Section 2.8

The employer shall designate such temporary reporting places as are necessary for personnel in a travel status. Normally, these reporting places shall be as follows:

- a. If work is to be performed at a station where WAPA personnel are permanently stationed, that station shall be the designated reporting place if within ten (10) miles of the nearest motel or hotel, selected by the employees with the approval of WAPA and if further than ten (10) miles the employees will be allowed to travel on government time.
- b. Where work is to be performed on a transmission line, or at a station or site where WAPA personnel are not permanently stationed, the reporting place shall be the motel or hotel selected by the employees with WAPA approval where the vehicle transporting the employees remains overnight. Normally, such motel or hotel shall be at the location closest to the worksite.

Section 2.9

When a government-owned or government-furnished vehicle is used by an employee for official travel, its use shall be for official purposes in accordance with WAPA and DOE Orders. Employees are allowed limited use, which include: transportation for places necessary for the sustenance, comfort, health or fitness of the employee. All usage should be limited to direct routes, not routes for personal convenience.

Section 2.10

A work schedule for the following work week shall be posted by the last regular workday of the previous work week. It shall be the employee's responsibility to read and review the schedule realizing there may be a need to change the schedule due to higher priority work, weather, equipment failures, training or unforeseeable events.

SUPPLEMENTARY LABOR AGREEMENT NO. 1
ARTICLE 3

OVERTIME MEAL BREAKS

Section 3.1

- a. The intent of this Article is to provide the employee an opportunity for nourishment and for the safety of the employee. Every possible attempt shall be made to take the meal breaks as provided for in this Article.
- b. An employee working overtime will be paid for the time taken for meals as provided for in this Article.
- c. Any meal break missed under this article shall be paid at the applicable overtime rate at half (½) hour per missed meal.

Section 3.2: Unscheduled Overtime

- a. The employer shall provide the employee with a paid meal break at intervals of four (4) hours as long as the employee continues to work.
- b. Mealtime, including any necessary travel time, will be kept to a minimum until the work is completed. At the discretion of the job foreman, the crews may be required to eat in shifts. One employee may be sent to bring meals to the crew, or meals may be delivered to the crew by other personnel.
- c. Employees not afforded a meal break shall be afforded the opportunity to eat while on duty.
- d. Work before regular starting time.
 - 1. When an employee is required to report to work on workdays starting at more than two (2) hours before the employee's regular starting time and the employee continues to work into the regular work hours, a paid meal break shall be provided as early as the employee can be spared from the work program, but not later than four (4) hours after the employee's actual starting time.
 - 2. When an employee is required to report to work on workdays starting at two (2) hours or less before the employee's regular starting time and the employee continues to work into the regular work hours, a paid meal break shall be provided as early as the employee can be spared from the work program, but not later than four (4) hours after the employee's regular starting time.
- e. Work beyond regular quitting time. When an employee is required to work beyond the employee's regular quitting time, the employee is entitled to a paid meal break at the employee's regular quitting time and every four (4) hours thereafter until the work is completed.

Section 3.3: Scheduled Overtime

- a. When work is performed during regular hours on non-workdays, usual lunch arrangements will be observed. If such work continues after regular hours or performed outside regular hours, the following subsections shall be applicable.
- b. Wholly outside of regular hours. When an employee is required to work wholly outside of the employee's regular hours on the employee's regular workday, the Employer shall provide the employee with a half (½) hour paid meal break at intervals of four (4) hours as long as the employee continues to work.
- c. Work before regular starting time.

1. When an employee is required to report to work on workdays starting at more than two (2) hours before the employee's regular starting time and the employee continues to work into the regular work hours, a half (½) hour paid meal break shall be provided as early as the employee can be spared from the work program, but not later than four (4) hours after the employee's actual starting time.
 2. When an employee is required to report to work on workdays starting at two (2) hours or less before the employee's regular starting time and the employee continues to work into the regular work hours, a half (½) hour paid meal break shall be provided as early as the employee can be spared from the work program, but not later than four (4) hours after the employee's regular starting time.
- d. Work beyond regular quitting time. When an employee is required to work beyond the employee's regular quitting time, the employee is entitled to a half (½) hour paid meal break at the employee's regular quitting time and every four (4) hours thereafter until the work is completed.

Section 3.4: Penalty for Meal Breaks Not Provided

If the first level supervisor determines a meal break will not be provided within two (2) hours of entitlement and work continues through these two (2) hours, the employee shall be paid an additional half (½) hour penalty pay at the applicable overtime rate. Such determination shall not be made arbitrarily.

Section 3.5

The every four (4) hours between meals referred to in the foregoing sections shall be determined as follows:

- a. When prior meal break was taken as provided by this Article, the beginning of the next four (4) hour period shall begin at the completion of the previous paid meal break.
- b. When no meal break was taken when entitled under this Article, the thirty (30) minute paid meal breaks shall be calculated as being entitled at intervals of four (4) hours from when the employee(s) became entitled to the first meal break.

SUPPLEMENTARY LABOR AGREEMENT NO. 1
ARTICLE 38

WORK OUTSIDE OF CLASSIFICATION

Section 4.1

When an employee is assigned to work in a classification higher than the employee's regular classification, the employee shall be paid for the time worked in the higher classification at that rate, provided that such time worked is not less than two (2) hours during the day. Travel time in connection with such upgraded assignment shall be considered as time worked in the upgraded position.

The intent of this article is to upgrade craft employees when they are performing duties which require activities and skills that are outside of those listed with the employee's position description. Whether the task requires an upgrade or not, the work in another craft's jurisdiction shall be kept to a minimum.

Examples of EEC work for which a lineman or electrician would be upgraded:

1. Aligning directional antennas
2. Installing coax or wave guide
3. Splicing or terminating fiber optic cables
4. Use of electronic test equipment to adjust or test communications equipment

Examples of M&R work for which a lineman or electrician would be upgraded to P&C:

1. M&R using any test equipment for SCADA adjustments or troubleshooting
2. EEC using any test equipment for protective relaying adjustments or troubleshooting
3. M&R using any test equipment for microwave equipment adjustments or troubleshooting
4. EEC using any test equipment for metering adjustments or troubleshooting

Examples of work for which a lineman or electrician would not be upgraded:

1. Climbing inspections of structures including the mechanical condition of any antennas and waveguide
2. Operations of man lift equipment to provide access by EEC's or other communication equipment on structures
3. The installing and securing of fiber optic cable
4. Installing or modifying ac/dc circuits at comm. sites
5. Re-lamping of a comm. tower
6. Communication checks (radio checks, etc.)

Examples of work for which M&R and EEC would not be upgraded:

1. Verification of equipment status or alarms
2. Verification of transmit and/or receive status or indication
3. Simple replacement of non-working device component (i.e. fuses or defective PC boards)

SUPPLEMENTARY LABOR AGREEMENT NO. 1
ARTICLE 39

JOINT CRAFT TRAINING COMMITTEES

Section 5.1

In accordance with the WAPA/IBEW Craft Apprenticeship Training Program described in Article 7, Section 7.3, of the Basic Agreement, a Regional Craft Training Committee shall be established in each of WAPA's Regions. The Regional Craft Training Committee membership shall be determined by mutual agreement between Regional Management and the Local Union. Union representatives shall be designated by the Local Union involved.

Section 5.2

The WAPA Joint Craft Training Committee reports to the Joint GCC-1 and WAPA Maintenance Management Council. The WAPA Joint Craft Training Committee will consist of:

- (a) One labor representative from each Local Union, designated by the Business Representative of each IBEW Local Union involved.
- (b) One IBEW Representative appointed by GCC-1.
- (c) One management representative for each Region, designated by WAPA,
- (d) Two management representatives at large, designated by WAPA.

In addition to the above, the following ex officio members shall be part of the Committee:

- (1) A Safety Representative designated by WAPA's Safety Manager.
- (2) The WAPA Craft Training Coordinator.

The functions, duties, and responsibilities of this committee shall be as described in the WJCTC charter. Employee representatives shall attend meetings in an official travel, per diem, and duty status. The WAPA Joint Craft Training Committee shall meet, at a minimum, once per year. Additional meetings may be called by the Chairman as needed.

SUPPLEMENTARY LABOR AGREEMENT NO. 1
ARTICLE 40

SAFETY

Section 6.1

WAPA and the Union recognize that there is a common interest in safety on the job and agree to cooperate in the development and promotion of this common interest.

Section 6.2

WAPA and employees shall obey all rules and regulations set forth in the Power System Safety Manual (PSSM) or its replacement, the collective bargaining agreement, and all applicable Federal and State safety and health laws, rules, and regulations.

Section 6.3

Each Regional Office shall hold safety meetings for all employees at least annually. Where it is unreasonable to bring all employees together at one time, these meetings may be by sections. If, because of shift work or isolated locations, some personnel cannot participate even in section meetings, they shall be given electronic copies of the minutes of appropriate meetings.

Section 6.4

Each employee shall be provided with on-the-job training in certain basic elements of first aid and CPR training. This program shall include refresher training as required by regulations.

Section 6.5

WAPA shall assure that periodic safety inspections of all agency workshops and other representative work sites are performed by personnel with equipment and competence to recognize safety hazards; such safety inspections shall be at least annually but may be more often where there is an increased risk of accident, injury, or illness due to the nature of the work performed. A Union representative appointed by the local union affected shall be invited to participate in safety inspections of agency workplaces and shall be considered in work status for pay and travel purposes during participation in all official actions of properly constituted safety inspections of agency workplaces. Union representatives will account for their time appropriately in ATAAPS.

Section 6.6

Each Region shall establish a Regional Safety Committee which shall meet quarterly. Additional safety committees or subcommittees may be established as deemed necessary by the Regional Manager or on the basis of recommendations from the Regional Safety Committee. The membership on the safety committee or subcommittees shall be determined by agreement between management and Local Unions. The Local Union GCC-1 representative shall appoint the bargaining unit representative(s) to the Regional Safety Committee and any additional safety committees or subcommittees. Employee representatives shall be considered in work status for pay and travel purposes during participation in all official actions of properly constituted safety committees or subcommittees. Union Representative(s) will account for their time appropriately in ATAAPS. Proposed changes to the PSSM shall be presented to and discussed by each Regional Safety Committee.

Section 6.7

WAPA shall promptly notify the Local Union GCC-1 representative of all Class A, B, or C accidents. A union craft employee shall be appointed as a member of the accident investigation committee and to the extent possible shall be of the same craft as the craft involved. A copy of the final report of the accident investigation committee will be furnished to the Chairman of GCC-1 and the Local Union GCC-1 representative of the Region involved in the

accident. Comments received within thirty (30) days will be given high priority by management in developing plans for implementing investigation committee recommendations.

Section 6.8

WAPA agrees that methods and operating procedures must be such that employees will not be knowingly or willfully exposed to accidents or industrial health hazards, and shall furnish to each employee, employment and a place of employment which are free from recognized health hazards that are causing or are likely to cause death or serious physical harm to employees. WAPA shall insure that operations carried out by employees, and facilities and equipment occupied and/or used by such employees, including facilities and equipment furnished by another government agency, shall comply with these safety criteria, and with applicable Federal and State occupational safety and health standards.

Section 6.9

WAPA shall acquire, maintain, and require the use of approved personal protective equipment, approved safety equipment, and other devices necessary for employee protection. Employees shall use safety equipment, personal protective equipment, and other devices and procedures provided by WAPA which are necessary for their protection.

Section 6.10

Employees shall have the right to report unsafe and unhealthful working conditions to appropriate officials in accordance with applicable Federal and State safety and health laws, rules, and regulations. WAPA shall develop and promulgate procedures and channels of communication for employee reporting of unsafe and unhealthful working conditions as outlined in WAPA Order 440.1.C. Employees are encouraged to correct these conditions.

Section 6.11

WAPA will furnish all tools required by WAPA for employees to perform the work of the agency. Employees are responsible for maintenance and taking proper care of all tools provided to them by WAPA.

Section 6.12

It is the policy of WAPA to provide reimbursement to their employees for the purchase or rebuild of approved safety type footwear for use in the performance of their duties, with acceptable hard toe protection as needed, and approved by management.

Section 6.13

a. The parties recognize that surveillance is conducted for safety and internal security reasons.

b. WAPA will be required to notify all employees in writing prior to initiating a program of video surveillance of employees within WAPA facilities. If the required notice is not given, any evidence obtained may not be used against any employee in a disciplinary action. An exception occurs if WAPA determines advance notification would compromise a legitimate ongoing investigation.

SUPPLEMENTARY LABOR AGREEMENT NO. 1
ARTICLE 42

INCLEMENT WEATHER PRACTICE

Section 7.1

Jobsite Foremen will be responsible for determining when weather conditions warrant cessation of outside work. In arriving at such a decision, the Foreman shall consult with crew members and take into account such factors as: (a) employee health and safety, (b) undue hazards, (c) operating requirements, (d) service to the public, (e) job site working conditions, (f) anticipated duration of time required to leave the unfinished job in a safe condition, (g) anticipated duration of inclement weather, and (h) other commitments.

Section 7.2

Employees who are unable to work in the field because of inclement weather or other similar causes may be held pending emergency calls, may be given first aid, safety or other instruction or they may be assigned to perform miscellaneous duties in sheltered locations.

SUPPLEMENTARY LABOR AGREEMENT NO. 1
ARTICLE 43

CLEARANCE AND SWITCHING RULES

Section 8.1

Employees who are required to take clearances and hot-line orders or perform switching must be qualified and must have been trained in a comprehensive detailed program and certified as being qualified to take clearances and hot-line orders and/or perform switching.

Employees when certified as indicated above shall be issued a certificate indicating the training received, and what facilities they are qualified to switch and/or take clearances on. All employees must be re-certified annually.

Employees holding hot-line orders for procedural live-line maintenance as defined in SLA 1, Article 9, Section 9.10 shall be in a non-working status and shall remain physically on the job while the work is being performed.

Section 8.2

Every employee who works within the perimeter of a clearance shall be instructed in and shall understand the perimeter of the clearance.

Section 8.3

The parties recognize the importance of proper supervision of jobs involving hazards associated with high voltage work.

SUPPLEMENTARY LABOR AGREEMENT NO. 1
ARTICLE 44

MISCELLANEOUS WORK RULES

Section 9.1

All framing and erecting of poles or towers shall be done by linemen assisted by apprentice linemen or qualified employees. Stubbing of poles and digging of holes by hand may be done by linemen or qualified employees.

Section 9.2

Ground patrolling of lines shall be done by linemen who may be assisted by qualified apprentices. In an emergency where a lineman is not available any qualified employee may be used. Aerial Observers and Linemen shall act as observers during aerial patrols. WAPA shall make every effort not to require employees who have formally objected to serve as aerial patrolmen.

Section 9.3

All electrical repair work done in substations shall be performed by electrical journeymen, apprentices or qualified employee. Crew-type work shall be performed under the direction of an appropriate craft foreman.

Section 9.4

Specific written procedures shall be prepared for each different type of live-line work on power lines and station equipment. Each written procedure shall set forth the specific method of work and shall include a listing by classification and number of personnel required to safely perform the live-line work by that procedure. Procedures shall not be arbitrarily disregarded or changed during the actual work, nor shall any live-line work be attempted with less than the number by classification of qualified personnel set forth in each written procedure. Procedural changes during the work program shall be carefully developed through discussion among well trained craft, foreman and management. Procedures shall be continuously examined and updated to take advantage of new equipment and work methods. All live-line work shall be personally supervised by a jobsite foreman trained and certified to direct that specific type of live-line work. The jobsite foreman will not work while any procedural phase of live-line work is being performed and the foreman shall position himself to best observe and direct the work during every phase. Personnel shall not perform actual live-line work except when the jobsite foreman is watching. Existing live-line procedures now in effect will be adhered to until revised pursuant to this agreement. Any revision will be described in detail and explained to the personnel involved, prior to the performance of the new procedure.

Section 9.5

Only qualified employees shall work on or in close proximity to any electrical circuit or equipment carrying in excess of 600 volts, except electronic circuitry or equipment. Unqualified employees must be accompanied by a qualified employee who has been trained to understand the hazards associated with working close to high voltages and certified in CPR.

Section 9.6

Employees classified as laborers or apprentices will not be used as Journeymen and shall work under the direction of qualified journeymen.

Section 9.7

No hot-line work shall be performed without a properly authorized hot-line order and all automatic reclosing features capable of re-energizing the circuit removed from service.

Section 9.8

No work on de-energized high voltage circuits or equipment shall be done until proper clearances are obtained and the equipment properly grounded.

Section 9.9

No employee will be required to climb poles or towers without another climber present who has demonstrated proficiency in rescue procedures and CPR.

Section 9.10

Employees performing "procedural type" live-line maintenance on transmission lines or other facilities energized at 34,500 volts or higher, phase-to-phase, shall receive a skill pay premium set forth in SLA 2, Article 6, Section 6.6. Procedural type live-line maintenance is defined as crew-type maintenance activities for which formal hotstick and/or barchand written procedures have been established.

Activities such as switching, hardware tightening, climbing inspection, or minor miscellaneous work such as cotter key replacement, removal of foreign objects, insulator testing (when not associated with procedural type work) etc., which may require a hot-line order, nevertheless, shall not qualify for this skill pay premium.

For purposes of this skill pay, procedural type live-line work shall include associated on-site tailgate safety meetings, preparation of tools and equipment, actual work, disassembly and loading of tools and equipment. It shall not include travel or time spent while awaiting tools, equipment, materials, additional personnel, or weather moderation.

Section 9.11:

Foreman I, Foreman II, and Foreman III positions are based on the individual needs of the Regional Offices and are based on the following crew size criteria (including foreman, Journeyman, CIT's, and apprentices).

Foreman I (or higher)	112% of highest craftsman rate supervised	Crew of up to 4
Foreman II (or higher)	120% of highest craftsman rate supervised	Crew of 5 to 11
Foreman III	125% of highest craftsman rate supervised	Crew of 12 or more

SUPPLEMENTARY LABOR AGREEMENT NO. 2
WAGE DIFFERENTIALS AND PREMIUM RATES

ARTICLE I

WAGE DIFFERENTIALS FOR ASSIGNMENT OF FOREMAN DUTIES

Section 1.1

It is in the best interest of WAPA and the Union to have an Acting Foreman for planning, coordination of resources and addressing the crew's safety needs when the permanent Foreman is unable to perform these functions.

- (a.) When a craftsman is acting for an absent Foreman, or a Foreman is acting for a higher level absent Foreman, they shall receive that level of Acting Pay. When the situation occurs that results in a craftsman working by themselves, they may not be upgraded unless assigned foreman type duties. Absent Foreman is defined as on leave for more than two (2) hours, not within their normal area of duty, in training, reassigned, the job is vacant, or any other various functions that remove them from the ability to do their normal duties.
- (b.) It is not intended that those serving as Acting Foreman fulfill multiple positions for extended periods of time. For crews that include both Foreman I and Foreman II, Management will not be required to assign an acting Foreman I in their absence when the crew Foreman II is present.
- (c.) In all other acting situations, the following crew size criteria shall apply: Compensation for temporary periods of service as Acting Foreman, in charge of crew type work, shall be paid at the following rates:

Acting Foreman I	108%	Crew of 2 to 4
Acting Foreman II	118%	Crew of 5 to 11
Acting Foreman III	123%	Crew of 12 or more

The crew sizes above include the Foreman, CIT's, and apprentices.

The Acting Foreman shall receive this premium for the duration of the crew type work or until return of the Foreman responsible for the work. For the safety of the crew, only one individual shall be in charge of a crew or combined crew, at any given time. Assignment to Acting Foreman status shall be pre-approved whenever possible.

Section 1.2

To be eligible for designation as an Acting Foreman, employees must meet the appropriate qualification standards. CIT's and Apprentices are not eligible for Acting Foreman upgrades.

Assignments to Acting Foreman will be made by management after considering such factors as:

- available employees
- qualifications of employees for Foreman assignments
- work to be performed
- preferences of employees

If delegating acting assignment authority to a Foreman I, II, or III, written authority must be provided by management.

Section 1.3

The wage differential payable under the foregoing provisions shall be payable on all non-worked holidays intervening within the period of temporary service.

SUPPLEMENTARY LABOR AGREEMENT NO. 2
WAGE DIFFERENTIALS AND PREMIUM RATES

ARTICLE 2

OVERTIME

Section 2.1

Overtime is defined as:

- (a) time worked in excess of forty (40) hours in an administrative workweek,
- (b) time worked in excess of ten (10) or eight (8) hours in a workday,
- (c) time worked on a non-workday, (except for permanent part-time employees),
- (d) time worked outside of regular hours on a workday.

In normal circumstances overtime shall be pre-approved. Nothing contained herein shall be construed to require the payment of overtime compensation under more than one of the foregoing definitions for a single period of overtime. Under an approved Alternate Work Schedule overtime shall be paid for hours worked in excess of the regularly scheduled AWS workday.

Section 2.2

Part-time employees shall receive the appropriate overtime rate for all hours they are required to work on Saturday and Sunday.

Section 2.3

Overtime shall be paid at 1.5 times the hourly wage rate except that the rate is two (2) times the hourly wage rate when:

- a. the employee is required to perform overtime work on a Sunday; or
- b. time worked in excess of twelve (12) consecutive hours and continuing until the employee is dismissed from work; or
- c. the employee is called back to work outside the regular work schedule. The double time rate shall continue until release or to the start of regular hours on a workday.

Overtime shall be paid to the nearest one quarter hour at the applicable rate.

Section 2.4

When management has a need to accomplish overtime work, it shall be distributed among the employees in the same classification and assigned to the same duty station as equally as is practicable. The following factors will be considered in determining the practicality of equalizing overtime distribution:

- a. Allowing an employee who starts a job to finish it.
- b. An employee's preference for not working overtime.
- c. Safety.

Section 2.5

Whenever an employee is called back to work outside the employee's regular work schedule with less than fifteen (15) hours' notice before the time of reporting, the employees overtime or holiday work time shall start one-half hour before arrival at the reporting place and end one-half (½) hour after release from duty, except that the minimum reportable time on call-backs whether with or without advance notice, shall be two (2) hours. However, when the call-back duty runs into and/or beyond the employee's regular work schedule, the call-back time shall end, without a two (2) hour minimum, at the employees' regular starting time. The one-half (½) hour before and the one-half hour after does not apply when the reporting place is the motel.

Section 2.6

No employee shall be required to take time off in lieu of overtime worked or to be worked.

SUPPLEMENTARY LABOR AGREEMENT NO. 2
WAGE DIFFERENTIALS AND PREMIUM RATES

ARTICLE 49

HOLIDAY WORK

Section 3.1

All employees required to work on a holiday designated by Federal statute or executive order shall be paid for such duty at the rate of double the hourly wage rate for any hours worked in addition to the employee's regular pay for the day. This is only for the federally observed holiday, this may not coincide with the date of the actual holiday. For example, Veteran's Day, the observed holiday is on a Monday, you would receive the holiday rate for Monday.

Section 3.2

Employees shall be entitled to all holidays prescribed by current law, in addition to any special holidays designated by the President of the United States.

Section 3.3

When an employee's basic workweek is Monday through Friday, and a holiday falls on Saturday, the preceding Friday shall be observed, and when a holiday falls on Sunday, the following Monday shall be observed as the holiday. When an employee's basic workweek is other than Monday through Friday, and a holiday falls on one of the employee's non-workdays, then the first or last day of the employee's workweek closest to the holiday shall be observed as the holiday.

SUPPLEMENTARY LABOR AGREEMENT NO. 2
WAGE DIFFERENTIALS AND PREMIUM RATES

ARTICLE 50

PREMIUM RATES INCIDENTAL TO CHANGES IN WORK SCHEDULE

Section 4.1

If an employee is scheduled by the first-level supervisor to report for prearranged work on a non-workday or outside of regular work hours, or on a holiday which the employee is entitled to take off with pay, and such work is canceled, the employee shall receive the rate of one and one half (1 ½) the hourly rate for two (2) hours if not given notice of the cancellation of such work by the end of regular work hours on the preceding day.

Section 4.2

Where it is determined to be cost effective by the employer, employees in work status will be allowed to work eight (8) hours each calendar day while in travel status.

Section 4.3

No combination of overtime, differentials and/or premium rates will result in an employee receiving more than three (3) times the hourly wage rate for any time worked.

SUPPLEMENTARY LABOR AGREEMENT NO. 2
WAGE DIFFERENTIALS AND PREMIUM RATES

ARTICLE 51

REST PERIOD AFTER PROLONGED WORK

Section 5.1

Management will provide a rest period to employees as soon as possible after completion of overtime work. Routine work will not be assigned to prolong the beginning of rest periods.

Section 5.2

- a. If an employee's overtime starts prior to 2400 the employee shall be entitled to a rest period of eight (8) consecutive hours and shall commence at completion of the overtime work and may continue into the next workday until eight (8) hours is completed. If an employee's overtime starts after 2400 hours the employee shall be entitled to a rest period of six (6) consecutive hours and shall commence at the completion of the overtime work and may continue into the next workday until 6 hours is completed. If the overtime work begins within 2 hours of the beginning of the regular work hours, no rest period will be earned.
- b. There shall be included as part of the qualifying overtime hours any travel time and mealtime to which the employee is entitled, except that any travel time and mealtime due upon dismissal shall not be included as hours worked but shall be included in the computation of the rest period.
- c. If a rest period taken by an employee in whole or part overlaps the employee's regular work hours, the employee shall be excused from duty without loss of hourly wages to the extent of the overlap.
- d. If an employee is required to work without having had a rest period, the employee shall receive a premium of one (1) times the hourly rate in addition to the employee's regular wages for all work performed regardless of a regular workday or non-workday. Excused times ending within a quarter workday will be extended with pay throughout the quarter workday.
- e. In the absence of instructions to the contrary, employees shall report for work at the beginning of the next quarter workday following the rest period.

SUPPLEMENTARY LABOR AGREEMENT NO. 2
WAGE DIFFERENTIALS AND PREMIUM RATES

ARTICLE 52

PREMIUM PAY

Section 6.1

Employees who have a regular tour of duty which includes any of those hours falling between midnight Saturday and midnight Sunday shall be paid for each hour of regularly scheduled work, not to exceed eight (8) hours except when working under an AWS (compressed) schedule, at the basic hourly rate of compensation plus premium pay equal to twenty-five (25) percent of the basic hourly rate.

Section 6.2

Employees shall receive a premium pay of twenty-five (25) percent of the basic hourly rate when officially assigned to handle explosives, or to participate as a member of a firefighting crew in fighting fires of equipment, installations, and building, or when fighting forest and range fires on the fire line.

Section 6.3

Employees when actually performing helicopter transmission line aerial patrol or other types of aerial patrol inspection shall receive a premium pay of twenty-five (25) percent of the basic hourly rate for all hours flown. The aircraft log will be used to determine the number of hours flown. A minimum of two (2) hours pay will be due on all days such work is performed. The premium will be paid to the nearest ¼ hour. An aerial observer position is not eligible for this premium.

Section 6.4

Employees participating in operations to attach or detach external loads (to include human external cargo) and working loads under hovering helicopters shall receive a premium pay of twenty-five (25) percent of the basic hourly rate. The premium pay shall be for actual time worked but in no case will be for less than two (2) hours.

Section 6.5

Employees who are required to climb over 175 feet above the ground on steel radio towers without built-in ladders or safety climbing devices during a normal 24-hour period shall receive six (6) hours extra regular pay. Overtime will be paid at the appropriate overtime rate.

Section 6.6

Employees performing procedural type live-line maintenance on transmission lines or facilities energized at 34,500 volts or higher phase to phase shall receive a skill pay of \$4.00 per hour in addition to their regular rate of pay for actual hours worked. This skill premium shall apply to all members of the crew participating in the work. Procedural type live-line maintenance is defined in SLA 1, Article 9, Section 9.10. Energized work during formal live-line training programs shall be considered "live-line maintenance."

Section 6.7

Whenever an employee is called back to work while on leave, with less than twenty-four (24) hours' notice before the time of reporting, the employee shall receive two (2) hours of double time pay.

When an employee is absent on leave for a period of three (3) consecutive days or more on which they would otherwise work and receive pay the above provision will apply on adjacent non-workdays.

Section 6.8

Employees performing crane work shall receive a skill pay of \$2.00 per hour in addition to their regular rate of pay for actual hours operating the crane. This skill pay doesn't apply to traveling or training. Crane operators must be accredited with national recognized crane certification.

Section 6.9

Craft journeymen (whose regular duties do not include conducting formal training), who volunteer, are approved and assigned by their first-level supervisor to serve as Course Managers that develop and/or administer the formal instruction shall be compensated at 108% of the journeyman rate. Such compensation shall be given during the time allowed for preparation, portal to portal travel, and/or presentation of the training.

SUPPLEMENTARY LABOR AGREEMENT NO. 54
WAGE DIFFERENTIALS AND PREMIUM RATES

ARTICLE 7

ENTRY LEVEL/CRAFTSMEN IN TRAINING

Section 7.1

Entry Level. WAPA retains the right to establish entry-level rates as may be appropriate at less than the full Journeyman rate. These rates will be established through negotiations with the Union. The current Entry Level Rate is ninety-five (95) percent of the appropriate Journeyman scale. The reduced rate will apply until the performance capabilities and competence of the employee have been satisfactorily demonstrated, normally six months. Full schedule rates will not be withheld on the basis of the employee not being provided switchman certification training within the first six months. However, if satisfactory performance is not evident after six months, the reduced salary rate shall be continued for the balance of their probationary period. If satisfactory performance is not achieved during the probationary period, the employee shall be terminated.

Section 7.2

Craftsman in Training (CIT). Employees, or outside applicants, with some craft experience, but who do not qualify as WAPA Journeymen, may apply and be considered for the CIT program. The duration of the program is two years. Placement in the program, duration of the program, and wages will be recommended to management by the WAPA Joint Craft Training Committee and first-level supervisor, and be based on the amount of relevant experience the applicant has and the amount of additional training required. An outside applicant entering the program with a two (2) year requirement shall receive 90% of Journeymen wages for the craft the employee is entering and be eligible for a 2.5% increase every six months. A WAPA employee entering the program shall remain at the Journeyman pay level for the Region to which assigned if it is greater than the 90% wages. If an employee is placed at a step with less than two (2) years to complete (minimum set at six (6) months), the employee shall receive wages commensurate with that step.

Section 7.3

Wage Differentials for Apprentices. The following rates apply to WAPA's Apprentices and are percentages of the corresponding Journeyman Lineman, Electrician, Meter and Relay, and Electronic Equipment Craftsmen rates.

Step 1	65%
Step 2	70%
Step 3	74%
Step 4	78%
Step 5	82%
Step 6	86%
Step 7	91%
Step 8	95%

SUPPLEMENTARY LABOR AGREEMENT NO. 55
WAGE SCHEDULES

The parties recognize that this bargaining relationship is governed by the provisions of the Federal Service Labor-Management Relations Statute (5 U.S.C. 71) as effectuated by the Civil Service Reform Act (Public Law 95-454). Section 704 of the Act provides specific statutory authority for the negotiation of wages, terms, and conditions of employment and other employment benefits negotiated by employees in the unit in accordance with prevailing practices in the private sector.

Once each year, but not more often except by mutual agreement, WAPA or the Union may notify the other in writing by February 28th, that negotiations are desired to revise rates of pay.

Predicated upon the authorities cited above, the following principles will apply with respect to wage schedule negotiations:

1. The rates of pay for unit employees will be fixed and adjusted on an annual basis as nearly as is consistent with the public interest in accordance with prevailing rates.
2. There will be relative differences in pay when there are recognizable differences in duties, responsibilities, and qualification requirements among positions.
3. The level of rates of pay will be maintained in line with prevailing levels for comparable work within each region.
4. The level of rates of pay will be maintained so as to attract and retain qualified employees, insofar as this is within the authority of the agency to accomplish.

Wage schedule negotiations will be initiated in accordance with Article 18, "Negotiations", and Article 20, "Effective Date and Duration." Negotiating teams will be limited to no more than six (6) members who will be designated in writing by the parties prior to the beginning of negotiations. Union representatives who are employees of WAPA will be granted official time for actual negotiations if they otherwise would be in a duty status. The annual effective date for wage schedule adjustments will be the first full pay period following either October 1 or the date the wage schedule is approved by the Administrator of WAPA, whichever is later, unless agreed otherwise by the parties.

The specific methodology for wage schedule negotiations shall not be predetermined in this agreement but rather shall remain flexible to allow maximum latitude in achieving the principles listed above. However, these factors will be followed in all wage schedule negotiations:

1. The parties shall conduct surveys to obtain information to be used in negotiations. Each party will pay the cost of its own participation.
2. Individual craft rates for WAPA will be based on job-by-job survey analysis and job matches.
3. A minimum of two (2) utility companies within each region of WAPA will be included in the survey conducted by WAPA. Prevailing rate calculations for each region shall be based on rates of pay for comparable positions within that Region.
4. In the event that agreement on a wage schedule cannot be achieved during negotiations, either party may request the Federal Mediation and Conciliation Service to provide mediation services.
5. Should the mediator fail to successfully facilitate the resolution of the wage increase, the parties may refer the issue to arbitration.
6. WAPA shall develop appropriate hours codes for all additions to premium and pay status proposals as agreed to

and ratified in the agreement.

List of Utilities to be Surveyed

No later than February 28th each year of this contract, either party may request that survey companies be renegotiated for each Region. If neither party requests to renegotiate survey companies, the previously mutually agreed to companies will be used for surveying the Lineman and the Electrician occupations to obtain pertinent salary information and comparable positions which will be used to negotiate a new pay schedule.

Upper Great Plains Customer Service Region:

1. Xcel Energy Minneapolis (Previously NSP) (IBEW Local 160)
2. Northwestern Energy (Previously MPC) (IBEW Local 44)

Sierra Nevada Customer Service Region:

1. Pacific Gas and Electric Company (IBEW Local 1245)
2. Sacramento Municipal Utility District (IBEW Local 1245)

Rocky Mountain Customer Service Region:

1. Rocky Mountain Power (Previously PPL) (UWUA Local 127)
2. Tri-State Generation and Trans. Inc. (IBEW Local 111)
3. Xcel Energy (IBEW Local 111)

Desert Southwest Customer Service Region:

1. Arizona Public Service Company (IBEW Local 387)
2. Salt River Project Agri. Imp. And Power District (IBEW Local 266)

Wage Differentials

The following rates apply to WAPA's Journeyman scale:

Protection & Communication Craftsmen	110%
Converter Technician	108%
Aerial Observer	106%
Electronic Equipment Craftsmen	106%
Meter & Relay Craftsmen	106%
Heavy Equipment Mechanic	-\$1.00
Heavy Equipment Operator	-\$1.00
Temporary Laborer	45%

Wage Schedule for each region will be addressed in individual MOUs.


Wages for October 2022 through the duration of this contract shall be subject to a yearly wage opener unless mutually agreed to otherwise.

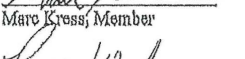
SIGNATORIES


In witness to this Agreement, signatures of the authorized representatives of both parties are executed on this day, the December 21, 2022


For the Employer:

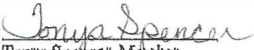

Donald Gerrish, Chief Negotiator



Marc Kress, Member



Ross Willmanen, Member

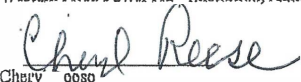

Tim Alme, Member


John Quintana, Member



Tonya Spencer, Member

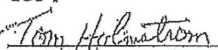

Kellie Pettie, Member



Tracy Lebeau
Western Area Power Ad. Installation, Administrator

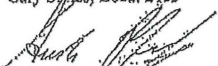

Cheryl Reese
Power Marketing Administration Shared Service
Center, Director

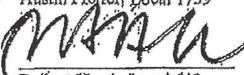
For the Union:

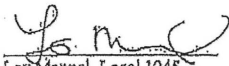

Paul Miller, Chief Negotiator,
GCC-1


Tom Holmstrom, Local 1959


Gary Styles, Local 2159


Austin Pfeiffer, Local 1759


Delbert Hawk, Local 640


Lou Mennel, Local 1245

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

6/26/2023

Kenneth Cooper,
International President

This approval does not make the
International a party to this agreement.



